

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

**James Coppedge**  
**Plaintiff**

**Vs.**

**SAUL EWING ESQUIRES, et al.,**  
**DEFENDANTS**

)

)

)

) Civ. No. 08-289-GMS

)

)

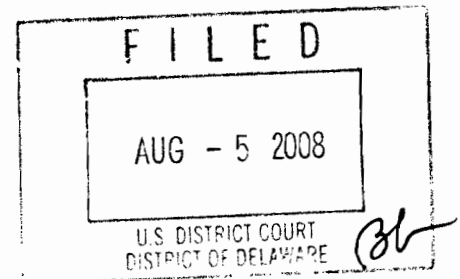
)

)

)

)

**AFFIDAVIT**



**OF BREACH OF PERFORMANCE DUTY AND OBLIGATION**

To The Clerk of Court;

THE HONORABLE JUDGE B.M. STEEL

Dear JUDGE STEELE:

With all do respect to the Court and to my Government, the Court has failed to perform its Admiralty Maritime duties. In my stated claim against the DEFENDANTS my intent was not to prosecute the defendants until they settle the outstanding debts. .If prosecution is deemed necessary, I leave the ultimate decision to the Supreme Court or to Congress if this court does not correct its error. I ORDERED the U.S. District Court of Delaware to do three things to make me whole; namely:

1). ORDER THE DEFENDANTS TO CEASE AND DESIST HARRASSMENT  
AND FRAUD AGAINST THE SECURED PARTY,

2). RESCHEDULE THE ARBITRATION FOR SETTLEMENT HEARING for the Monetary Judgments against them, and

3). ORDER THE MONETARY JUDGMENTS TO BE PAID because the Contracts are Irrevocable Contracts PURSUANT TO TITLE 9 U.S.C.

1,2,4,13,201,203,204,301,303,304,306 as agreed in all the affidavits and certificates of non response.

This Court has chosen to take a different path rather than exercise its powers of caring out Admiralty Maritime Authority as they are required under title 28 sections 1331,1332 & 1333. The Court has breached its duty and its obligation to enforce the law of Admiralty Contracts. Therefore, the Court could be held liable if the matter is not corrected.

The ALL CAPITAL LETTER **JAMES COPPEDGE**/ as stated on the ORDER is not correct. I am not the ALL CAPITAL LETTER **JAMES COPPEDGE**, nor a artificial entity, I am the Upper and Lowercase **James Coppedge**/, **flesh and blood Natural Person and non-surety real party in interest** , is also a Secured Party as stated in my Certified Copy of my UCC 1 which you have on file. The two names must remain unequally yoked (2 Cor. 6:14).

The reference cited in the order: "*Rowland v. California Men's Colony, 506 U.S. 194, 201-02 (1993); James v. Daley and Lewis 406 F. Supp. 645, 648 (D. Del. 1976)*" were referring to Artificial Entities and not Secured Parties. Therefore, the ORDERS concerning the cases attached are canceled: namely, Civ. No. 08-289-GMS, Civ. No. 07-763-GMS, Civ. No. 07-846-GMS, and Civ. No. 07-684-GMS. Due to the following **Grounds** the plaintiff cannot criminal prosecute the CITY OF PHILADELPHIA that is a

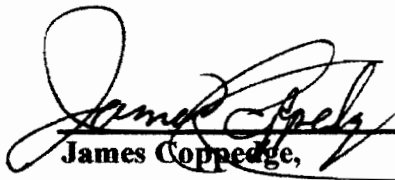
corporation as is SAUL EWING corporations cannot be criminally prosecuted. The court owes a obligation to enforce the monetary judgment in the amount of 10 million against the CITY and one hundred thousand on all of the esquires under title 9 USC Admiralty Maritime rules. The courts have not carried out these most important issues are evident in the court issuing a teleconference which itself has not been carried out to the letter.

#### **IRREVOCABLE DEFAULT STIPULATION**

The Court has seventy two (72) hours to rebut this Affidavit or agree by silence to the following:

- 1). Mutually agrees that the Court has failed to carry out its obligation of enforcing the Non-Responses and Monetary Judgments against the DEFENDANTS and agrees to enforce the contracts via another administrator of justice who will not be in breach of title 28 sections i, ii, iii. The current administrator of justice will recuse himself if he fails to carryout the enforcement of the Maritime contracts which the duty lies on him to perform.
- 2). Mutually agrees The COPPEDGE REAL ESTATE LLC has a contract which transfers All rights to collect on any judgments to James Coppedge on its behalf in which the court will honor without interference.
- 3). Mutually agree that the Court is NOT authorized to cancel any contracts between the plaintiff and all the defendants or issue any opinion on the subject.

4). If the Contracts are not enforced, the Court is responsible for a Monetary Judgments of \$100,000.00 U.S. Dollars owed to the Secured Party for its breach of performance to enforce the contracts against the DEFENDANTS not limited to the ten million dollars owed by the CITY OF PHILADELPHIA under title 42 section 1981 (b) rights to make and enforce contract.

  
James Coppedge,

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
REGINALD TOPP, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires February 11, 2010

8/22, 2008

**James Coppedge  
251 N. Dupont Highway  
PMB #120  
Dover, Delaware [19904]  
Phone # 215-913-1485**

---

**Subject:**

**TRANSFER OF PROPERTY RIGHTS**

**Unlimited Attorney in Fact from**

**Coppedge Real Estate, LLC, the DEBTOR**

**To**

**James Coppedge Secured Party**

**TRANSFER OF PROPERTY RIGHTS  
UNLIMITED ATTORNEY IN FACT**

Know All Men by These Presents. That COPPEDGE RESTATE LL, the Debtor, corporate entity, and leg'ens is, 'the undersigned hereby make, constitute and appoints and transfers all rights to James Coppedge herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me. or presented to the **COPPEDGE RESTATE LLC**, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or al of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the **DEBTOR-** ; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf,

**4. NO JUDGE OR JURY CAN TERMINATE THIS AGREEMENT FOR  
IT WILL BE TORTIOUS INTERFERENCE**

5. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise.

**GIVING AND GRANTING**, unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite in the place of COPPEDGE RESTATE LLC, necessary or appropriated to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents all and anv suits in maritime or admiralty cases with the captions with **COPPEDGE RESTATE LLC IS NOW AND FOREVER** James Coppedge



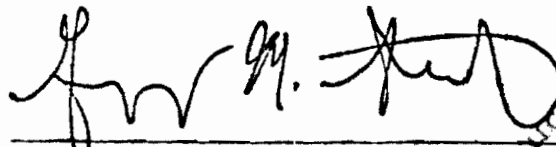
IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

JAMES COPPEDGE ON BEHALF OF )  
COPPEDGE REAL ESTATE, LLC, )  
 )  
Plaintiff, )  
 )  
v. ) Civ. No. 07-763-GMS  
 )  
GERALD D. LETHERMAN, )  
 )  
Defendant. )

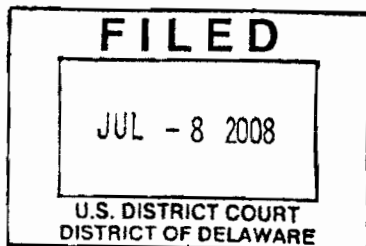
ORDER

At Wilmington this 8<sup>th</sup> day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before August 7, 2008, the plaintiff Coppedge Real Estate, LLC shall retain counsel, as a corporation or other artificial entity cannot represent itself. See *Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, Coppedge Real Estate, LLC is an active limited liability company. Additionally, James Coppedge, a non-lawyer may not appear on behalf of, or represent, Coppedge Real Estate, LLC. See *Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of Coppedge Real Estate, LLC to comply with this order shall be considered a failure to prosecute and its claims shall be dismissed.



CHIEF, UNITED STATES DISTRICT JUDGE



  
James Coppedge  
Personal Representative  
Coppedge Real Estate, LLC

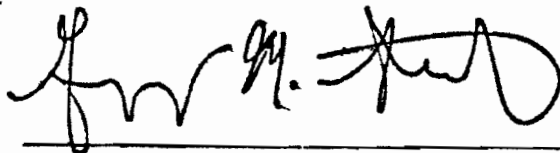
IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

JAMES COPPEDGE ON BEHALF OF )  
COPPEDGE REAL ESTATE, LLC, )  
 )  
Plaintiff, )  
 )  
v. ) Civ. No. 07-684-GMS  
 )  
CITY OF PHILADELPHIA, )  
 )  
Defendant. )

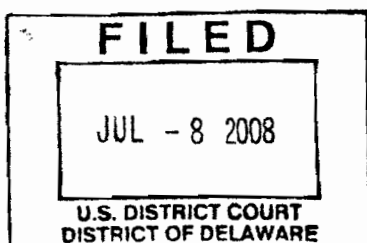
ORDER

At Wilmington this 8<sup>th</sup> day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before August 7, 2008, the plaintiff Coppedge Real Estate, LLC shall retain counsel, as a corporation or other artificial entity cannot represent itself. See *Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, Coppedge Real Estate, LLC is an active limited liability company. Additionally, James Coppedge, a non-lawyer may not appear on behalf of, or represent, Coppedge Real Estate, LLC. See *Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of Coppedge Real Estate, LLC to comply with this order shall be considered a failure to prosecute and its claims shall be dismissed.



CHIEF, UNITED STATES DISTRICT JUDGE



Coppedge Real Estate, LLC  
James Coppedge  
Natural personal non-attorney  
JUL 11 2011 (27)(US) NOTICE  
... by ...

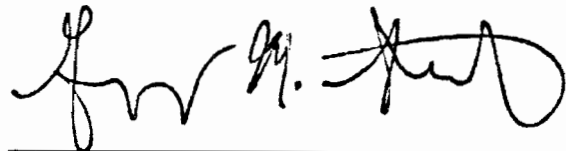
IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

COPPEDGE REAL ESTATE, LLC, )  
)  
Plaintiff, )  
)  
v. ) Civ. No. 07-846-GMS  
)  
DAVID YURKIE, )  
)  
Defendant. )

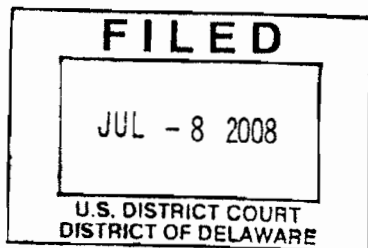
ORDER

At Wilmington this <sup>8<sup>th</sup></sup> day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before **August 7, 2008**, the plaintiff Coppedge Real Estate, LLC shall retain counsel, as a corporation or other artificial entity cannot represent itself. *See Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, Coppedge Real Estate, LLC is an active limited liability company. Additionally, James Coppedge, a non-lawyer may not appear on behalf of, or represent, Coppedge Real Estate, LLC. *See Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of Coppedge Real Estate, LLC to comply with this order shall be considered a failure to prosecute and its claims shall be dismissed.



CHIEF, UNITED STATES DISTRICT JUDGE



Coppedge Real Estate, LLC  
James Coppedge  
Natural personal non-surety  
CC-1201(27)(35) NOTICE  
typed by: [illegible] date: 8/1/2008

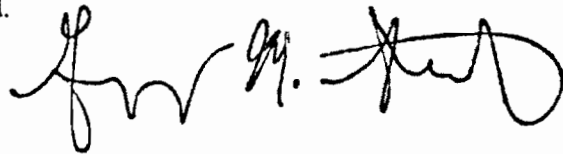
IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

JAMES COPPEDGE ON BEHALF OF )  
COPPEDGE REAL ESTATE, LLC, )  
 )  
Plaintiff, )  
 )  
v. ) Civ. No. 08-289-GMS  
 )  
SAUL EWING ESQUIRE, et al., )  
 )  
Defendants. )

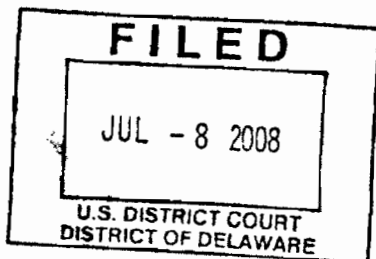
ORDER

At Wilmington this 8th day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before August 7, 2008, the plaintiff Coppedge Real Estate, LLC shall retain counsel, as a corporation or other artificial entity cannot represent itself. See *Rowland v. California Men's Colony*, 506 U.S. 194, 201 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, Coppedge Real Estate, LLC is an active limited liability company. Additionally, James Coppedge, a non-lawyer may not appear on behalf of, or represent, Coppedge Real Estate, LLC. See *Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of Coppedge Real Estate, LLC to comply with this order shall be considered a failure to prosecute and its claims shall be dismissed.



CHIEF, UNITED STATES DISTRICT JUDGE



Coppedge Real Estate, LLC  
James Coppedge  
Natural personal non-surety  
ACT 1-201 (27) (15) NOTICE  
to enter into Value & L. Acceptance

RECEIPT	Date: <u>7-28-08</u>
Kent County Recorder of Deeds	
414 Federal Street, Room 218	
Dover, DE 19901-3615	
Received from : <u>Cash</u>	
Amount: <u>Fifty four and 00/100</u>	<u>100</u> Dollars
For: <u>Copies Recording + Certified \$ 54. -</u>	
<u>Betty Lou McKenna</u>	
Recorder of Deeds	

For Power of Attorney, w/ Cert

James Coppedge  
3742 W 180th  
Ph: 12 delphia, Pennsylvania  
[19180]



7006 0500 0000 3224 8872

UNITED STATES  
POSTAL SERVICE

0000

19801

U.S. POSTAGE  
PAID  
DOVER, DE  
JUL 18 2008  
FIMOUNT  
\$6.41  
00012857-07

To Clerk of Court  
US District Court of DE  
Lock Box 18  
844 King Street  
Wilmington, DE 19801